

RECEIVED
JUN 30 1992
DRAPER CITY

Recorded at the Request of:
Draper City, 12441 South 900 East
P.O. Box 1020, Draper, Utah 84020
ATTN: LINDA LUDVILSON

5377694

IMPROVEMENT DEFERRAL AGREEMENT

THIS IMPROVEMENT DEFERRAL AGREEMENT, entered into on this
30~~TH~~ day of June, 1992, by and
between:

DRAPER CITY, a municipal corporation, at 12241 South
900 East, P.O. Box 1020 Draper, Utah 84020, referred to
as "City",

and

JAMES H. DAY and JOYCE B. DAY, as husband and wife, as
joint tenants with full rights of survivorship, at 486
East Stokes Avenue, (13540 South) Draper, Utah 84020,
referred to as "Day".

R E C I T A L S

A. On May 9, 1991, City gave final approval by and through
its Planning Commission for the Dayland Minor Subdivision of 5
lots, Application No. SUB-91-44, subject to certain conditions
that attach and inure to the entire real parcel described below.

B. Day requested a deferral of the improvements required
by City Ordinance, specifically those off-site improvements that
are adjacent to Stokes Avenues and proposed 350 East, and abut
Lots 101, 102, 103, 104, and 105.

C. As a condition of granting a deferral of the offsite
improvements, the City and Day have entered into this Improvement
Deferral Agreement as is more particularly set out below.

NOW, THEREFORE, in consideration of the mutual promises,
covenants and considerations, the parties agree as follows:

1. REGULATORY APPROVAL BY CITY. The Planning Commission
of Draper City on May 9, 1991, gave final approval for the
Dayland Minor Subdivision of 5 lots, Application No. SUB-91-44,
subject to certain terms and conditions that attach and inure to
the entire original real property owned by Day and consisting of
approximately thirty seven and one half (37.5) acres located
between 300 East to 500 East Stokes Avenue, Draper City, Salt
Lake County, Utah 84020, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED

BK6559PC0112

2. RESERVATION OF RIGHT OF WAY. A sixty (60') foot wide right-of-way shall be reserved for a future roadway for the entire parcel described above, which is located in the Minor Subdivision Plat between Lot 102 and Lot 103 and is designated as 350 East. Said right-of-way is prohibited from use as a future building lot and is not subject to further review or modification for a change of use at a future date by the Board of Adjustment.

3. DEFERRAL OF IMPROVEMENTS. All such improvements required by the Subdivision Ordinance of Draper City on Lots 101, 102, 103, 104, and 105 of the Dayland Minor Subdivision shall be deferred for the present time. However, at such time as any further development or subdivision occurs on any of the parcel of real property described above, James H. Day and Joyce B. Day, their heirs, assigns, or successors-in-interest of the above described real property shall be required to do the following.

(a) Improvements of Dayland Minor Subdivision.

At the expense of the applicant requesting subdivision or other development approval, install all improvements required by Draper City's Subdivision Ordinance on and abutting Lots 101, 102, 103, 104, and 105 of the Dayland Minor Subdivision. Said improvements are to be completed within 120 days from the granting of subsequent approval for any future subdivision or development of the real property described above.

(b) 350 East Roadway.

Complete all required subdivision improvements on the roadway designated at 350 East running north from Stokes Avenue into the subject property. Said improvements shall be subject to the Street Standard as are then in force and affect for Draper City. All such improvements shall be at the applicant's own expense and be completed within the time requirements pursuant the subdivision or development application, then applied for.

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4. IMPROVEMENT DEFERRAL AGREEMENT TO RUN WITH THE LAND. This Improvement Deferral Agreement shall obligate and inure to the present owners of the above-described property and to such other subsequent owners, assignees, heirs, designees, or successors-in-interest. Said Deferral Agreement shall run with the land and shall not be restricted to the current fee title holders.

5. DEFAULT. Failure to abide by the term and conditions of this Agreement shall preclude such applicant, owner, or developer from receiving any further regulatory approval by Draper City until complete compliance with this Agreement. If for any reason Day, their successors-in-interest, assigns, heirs, or designees do not commence the off site improvements within (90) days from the final approval of any future subdivision or development, City is hereby authorized to construct and install said improvements at the complete expense of the then owner of the real property in question and charge the owner and/or the real property with the costs of said construction and all costs of collection. All such costs of improvement, fees, costs, expenses, and reasonable attorney's fees shall constitute a lien against the real property.

6. ATTORNEYS'S FEES. In the event of the default of this Agreement, the defaulting party shall be required to pay to the non-defaulting party all reasonable attorney's fees, expenses, and court costs as shall have been incurred in the enforcement of this Agreement.

PUBLIC NOTICE - RECORDATION. This Improvement Deferral Agreement shall be recorded in the offices of the Salt Lake County Recorder's Office and shall constitute public notice of this Agreement.

THIS IMPROVEMENT DEFERRAL AGREEMENT, was signed on the date first written above.

"JAMES H. DAY and
JOYCE B. DAY

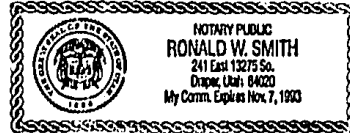
James H. Day
JAMES H. DAY
Joyce B. Day
JOYCE B. DAY

"DRAPER CITY, a municipal
corporation"

By: [Signature]
Title: Planner

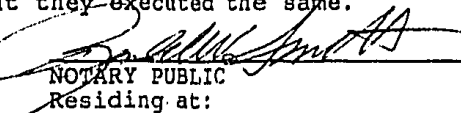
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STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)



On the 30th day of June, 1992,
personally appeared before me JAMES H. DAY and JOYCE B. DAY, the
signers of the above Improvement Deferral Agreement, who duly
acknowledged to me that they executed the same.

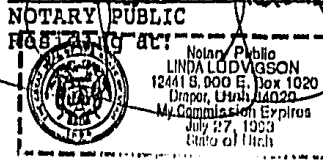
My Commission Expires:


NOTARY PUBLIC
Residing at:

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On the 7th day of July, 1992,
personally appeared before me Tom Speaker
who being by me duly sworn says that he is the Planner
of DRAPER CITY, a municipal corporation, that executed the above
and foregoing Deferral Improvement Agreement and that the signer
of the above Improvement Deferral Agreement, duly acknowledged to
me that he executed the same.

My Commission Expires:



BK6559PS0115

EXHIBIT "A"

LOT 101

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF STOKES AVENUE, SAID POINT BEING S00°06'21"W 893.00 FEET AND S89°53'59"E 33.00 FEET AND S84°27'10"E 95.62 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S84°27'10"E 105.50 FEET; THENCE N05°32'50"E 207.00 FEET; THENCE N84°27'10"W 105.50 FEET; THENCE S05°32'50"E 207.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,839 SQ. FT.
OR 0.50 ACRES

LOT 102

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF STOKES AVENUE, SAID POINT BEING S00°06'21"W 893.00 FEET AND S89°53'59"E 33.00 FEET AND S84°27'10"E 201.12 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S84°27'10"E 105.50 FEET; THENCE N05°32'50"E 207.00 FEET; THENCE N84°27'10"W 105.50 FEET; THENCE S05°32'50"E 207.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,889 SQ. FT.
OR 0.50 ACRES

LOT 103

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF STOKES AVENUE, SAID POINT BEING S00°06'21"W 893.00 FEET AND S89°53'59"E 33.00 FEET AND S84°27'10"E 366.62 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S84°27'10"E 106.00 FEET; THENCE N05°32'50"E 207.00 FEET; THENCE N84°27'10"W 106.00 FEET; THENCE S05°32'50"E 207.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,942 SQ. FT.
OR 0.50 ACRES

LOT 104

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF STOKES AVENUE, SAID POINT BEING S00°06'21"W 893.00 FEET AND S89°53'59"E 33.00 FEET AND S84°27'10"E 472.62 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S84°27'10"E 108.00 FEET; THENCE N05°32'50"E 198.00 FEET; THENCE N79°41'21"W 108.37 FEET; THENCE S05°32'50"E 207.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,869 SQ. FT.
OR 0.50 ACRES

LOT 105

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF STOKES AVENUE, SAID POINT BEING S00°06'21"W 893.00 FEET AND S89°53'59"E 33.00 FEET AND S84°27'10"E 800.62 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S84°27'10"E 111.00 FEET; THENCE N05°32'50"E 198.00 FEET; THENCE N84°27'10"W 111.00 FEET; THENCE S05°32'50"E 198.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,978 SQ. FT.
OR 0.50 ACRES

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EXHIBIT "A" CONTINUED

BEG E 29 RDS FR N 1/4 COR SEC 6, T 4S, R 1E, SLM; E 891 FT;
S 5* W 1121.5 FT; N 85* W 1311.3 FT; N 611.875 E 29 RDS; N
341 FT TO BEG. EXCEPT BEG S 0*06'21" W 893 FT & S 89*5 '59"
E 33 FT & S 84*27'10" E 472.62 FT FR SD N 1/4 COR; N 5*32'
50" E 207 FT; S 79*41'21" E 108.37 FT; S 84*27'10" E 220 FT;
S 5*32'50" W 198 FT; N 84*27'10" W 328 FT TO BEG. 29.29 AC M
OR L. 6100-2807 6092-1504 5213-1184

1450

5377694
20 NOVEMBER 92 04:05 PM
KATIE L. DIXON
RECORDS SALT LAKE COUNTY, UTAH
SUPERIOR TITLE
REC BY: EVELYN FROGGET , DEPUTY

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